

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid Up With 640 Acres Pooling Provision STANDARD LEASE v.5

PAID UP OIL AND GAS LEASE

(No Surface Use)

whose addresss is and, <u>DALE PROPERTY</u> hereinabove named as i	SERVICES, L.L.C. Lessee, but all other on of a cash bonus	provisions (including t	Artineton	TX 76016	as Lessor All printed portions of this lease were prepared by the part
whose addresss is and, <u>DALE PROPERTY</u> herelnabove named as Inconsideration described land, herelnaf	4721 Share SERVICES, L.L.C. Lessee, but all other on of a cash bonus	eward Sc. 2100 Ross Avenue, provisions (including t	Artineton	TX 76016	as Lessoi
terelnabove named as I 1. In considerable described land, herelnaf	Lessee, but all other on of a cash bonits	provisions (including t	DUIDE FORU DUIDED	Tayon 76904 an Laceas	
<u>0.37</u> 0 ACRES		in hand paid and the mises;	he completion of blan	k spaces) were prepared	Jointly by Lessor and Lessee, grants, leases and lets exclusively to Lessee the following
OUT OF THE	SOFIAND MC	REORLESS B	FING LOT(S)	1	, BLOCK 21
· · · ·	Engl			SV 305V10 10000	ADDITION, AN ADDITION TO THE CITY OF
IN VOLUME 38	8-0	, PAGE, 1/5	CL COUNT	Y, TEXAS, ACCOR OF THE PLAT RECC	RDING TO THAT CERTAIN PLAT RECORDED DRDS OF TARRANT COUNTY, TEXAS.
substances produced in commercial gases, as w land now or hereafter of Lessor agrees to execut	or otherwise), for the n association therevell as hydrocarbon wned by Lessor white te at Lessee's request	 purpose of exploring with (including geoph gases. In addition to the are configuous or a st any additional or sur 	i for, developing, pro ysical/seismic operati the above-described idjacent to the above polemental instrument	ducing and marketing offices). The term "gas" a leased premises, this lead described leased premises for a more complete or a	any interests therein which Lessor may hereafter acquire by and gas, along with all hydrocarbon and non hydrocarbon as used herein includes hellum, carbon dioxide and othereis accretions and any small strips or parcels ones, and, in consideration of the aforementioned cash bonus accurate description of the land so covered. For the purpose deemed correct, whether actually more or less.
This lease, whi as long thereafter as oil otherwise maintained in	or gas or other subs	lances covered hereb	, shall be in force for y are produced in pay	a primary term of $\frac{\sqrt{-\gamma}}{\sqrt{\gamma}}$ ring quantilities from the lea	years from the date hereof, and fo ased premises or from lands pooled therewith or this lease is
prevalling price) for production, severance, of Lessee shall have the cone such price then prevalled the same or nearest premore wells on the lease, are wailing on hydraulic be deemed to be productioner from is not being the sold by Lesser's credit in the dewhile the well or wells are is being sold by Lessee following cessation of sterminate this lease. A. All shut-in royal be Lessor's depository a	ce then prevailing in oduction of similar (cor other excise taxes onlinuing right to puralling in the same fixed premises or lands fracture stimulation, cing in paying quant sold by Lessen, the pository designated from another well ouch operations or producting in payments under light payments under light from the purch of the production of the production of the pository designated from another well ouch operations or producting payments under light for receiving payments.	the same field (or if grade and gravity; (b. 25 %) of the pustance such productions and the costs incurrecthase such productions id, then in the neares late on which Lessee but such well or wells iffes for the purpose on Lessee shall pay sibelow, on or before the continere from is not bort wells on the leased oduction. Lessee's faths lease shall be paid tyments regardless of the paid tyments regardless of the paid tyments regardless.	Ihere is no such price of gas (Including occeds realized by a by Lessee in deliverable of the prevailing we had been been delivered in at the prevailing we had a been delivered of the produce of maintaining this lease of the produce of said 90-day along sold by Lessee; premises or lands politime to properly pay: If or tendered to Lesse changes in the owner	e then prevailing in the s casing head gas) and a casing head gas) and a lessee from the sale thering, processing or other lihead market price paid for its such a prevailing price) ases hereunder, and (c) if under the paid of gas or other soroduction there from is not see. If for a period of 90 c tollar per acre then cover period and thereafter on provided that if this lease old therewith, no shut-in shut-in royalty shall rende or or to Lesser's credit in ship of sald land. All payor	hall have the continuing right to purchase such production a ame field, then in the nearest field in which there is such a ame field, then in the nearest field in which there is such a all other substances covered hereby, the royalty shall be sereof, less a proportionate part of ad valorem taxes and wise marketing such gas or other substances, provided that or production of similar quality in the same field (or if there is pursuant to comparable purchase contracts entered into or a fat the end of the primary term or any time thereafter one of substances covered hereby in paying quantities or such wells to being sold by Lessee, such well or wells shall nevertheless consecutive days such well or wells are shut-in or productioned by this lease, such payment to be made to Lessor or to or before each anniversary of the end of said 90-day period is otherwise being maintained by operations, or if production royalty shall be due until the end of the 90-day period nexer Lessee liable for the amount due, but shall not operate to at lessor's address above or its successors, which shall nents or tenders may be made in currency, or by check or by
address known to Lesse payment hereunder, Les 5. Except as proviperemises or lands poole pursuant to the provision nevertheless remain in foon the leased premises of the end of the primary to operations reasonably cano cessation of more the there is production in pat Lessee shall drill such act to (a) develop the leased leased premises from unadditional wells except and depths or zones, and as proper to do so in order the unit formed by such pool horizontal completion she completion to conform to of the foregoing, the term prescribed, "oil well" mea feet or more per barrel, equipment; and the term component thereof. In e Production, drilling or rereworking operations on net acreage covered by Lessee. Pooling in one unit formed hereunder be	se shall constitute prisor shall, at Lessee' laded for in Paragraph at the see' laded for in Paragraph at the rewith, or if at ans of Paragraph 6 orce if Lessee commor lands pooled then erm, or at any time alculated to obtain or an 90 consecutive diving quantilles from dellional wells on the dipremises as to for compensated drains a expressly provided averthe right but not as to any or all substate prudently developing for an oil well wall not exceed 640 at a nay well spacing or as a well with an inl., based on 24-hour in "hortzontal comple exercising its pooling working operations the leased premises this lease and inclusion more instances in yexpansion or control or the processory expansion or control.	oper payment. If the oper payment, If the operation of any tenses of production (whether or the action of any tenses operations for ewillh within 00 days a thereafter, this lease in restore production the leased premises or the leased production to pool ances covered by this or operate the leased pich is not a horizontain or series and any the liail gas-oil ratio of less production test conduction means an oil we of the leased production test conduction the leased production test conduction the leased production the liail gas-oil ratio of less production test conduction means an oil we grights hereunder, Lease anywhere on a unit vis, except that the production or both, either rations and one of the lease raction or both, either	iepository should liquissee a proper record irills a well which is ir or not in paying qua governmental author reworking an existing fire completion of operations result in the preadon of the properations result in the preadon of the remote producing in paying la located on other la all or any part of the lease, either before premises, whether of completion shall not acreage tolerance of any be prescribed or preadings prescribed or meanings prescribed in than 100,000 cubic fucted under normal left in which the hort of the total gross act of the fore or after comits of the hort of the hor	idate or be succeeded by able instrument naming a capable of producing in publicable of producing in publicable of producing in publicable of producing in publicable of an additional of the event this well or for drilling an additional of the end of an area of the production of oil or gas with. After completion of as a reasonably prudenting quantities on the leasends not pooled therewith. I leased premises or interior after the commencement of a state of the commencement of the producing conditions using the producing conditions the prod	lope addressed to the depository or to the Lessor at the last another institution, or for any reason fall or refuse to accept nother institution as depository agent to receive payments, oaving quantities (hereinafter called "dry hole") on the leased sess from any causa, including a revision of unit boundaries is lease is not otherwise being maintained in force it shall litional well or for otherwise obtaining or restoring production or within 90 days after such cessation of all production. If a tilessee is then engaged in drilling, reworking or any other as any one or more of such operations are prosecuted with a same or other substances covered hereby, as long thereafter as a well capable of producing in paying quantities hereunder operator would drill under the same or similar circumstances ed premises or lands pooled therewith, or (b) to protect the There shall be no covenant to drill exploratory wells or any est therein with any other lands or interests, as to any or after shall be no covenant to drill exploratory wells or any est therein with any other lands or interests, as to any or after the production, whenever Lessee deems it necessary or of the production, whenever Lessee deems it necessary or other shall be formed for an oil well or gas well or horizontal earling authority having jurisdiction to do so. For the purpose appropriate governmental authority, or, if no definition is so ell" means a well with an initial gas-oil ratio of 100,000 cubic no grass completion interval in facilities or equivalent testing gross completion interval in facilities or equivalent testing grass completion interval in facilities or equivalent testing sess completion interval in the reservoir exceeds the vertical describing the unit and stating the effective date of pooling, remises shall be treated as if it were production, drilling or shall be treated as if it were production is sold by that proportion of the total unit production is sold by it have the recurring right but not the obligation to revise any, in order to c

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises

8. The Interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shult-in royalties hereunder, Lessee may pay or tender such shult-in ordered event of the depository designated above. If at any time two or more persons are untilled to shult-in royalties hereunder, Lessee may pay or tender such shult-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferred interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessee or effect a written release of this lease as to a full or undivided interest in all or any portion of the area cover The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the

It besses releases all or an undivided Interest in less than all of the area covered hereby, the lease or raily depths or zones there under, and shall thereupon be relieved of all obligations thereafter arising will respect to the interest so released. It besses releases all or an undivided Interest in less than all of the area covered hereby, tesses's obligation to pay to tender shut-in royalities shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unlitzed herewith, in primary ancifor enhanced recovery, Leasee shall have the right of ingress and ogress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the dight to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the dight to conduct such operations on the leased premises or lands produced to the leased premises or lands and the construction and use of made, canals, pipelines, the construction of the constr

situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

15. Lessor hereby warrants and agrees to defend little conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without Interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

operations

his lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original. DISCLAMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinahove named as Lessor.

LESSOR (WHETHER ONE OR MORE) hall hamme Вγ: ACKNOWLEDGMENT COUNTY ÓF TALLEN acknowledged before me on the 2008. BRADLEY ZHANEL Notary Public, State of Texa My Commission Expires June 09, 2010 STATE OF COUNTY OF 2008. This instrument was acknowledged before me on the day of

> Notary Public, State of Notary's name (printed): Notary's commission expires:

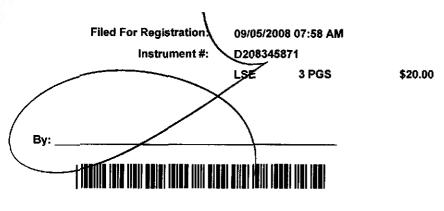


DALE PROPERTY SERVICES LLC ATTN: ANN VANDENBERG 2100 ROSS AVE, STE 1870, LB-9 DALLAS TX 75201

Submitter: DALE RESOURCES LLC

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

<u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.



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ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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